

11/14/05

FALLSCHASE DRI

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2005, by and between Leon County, a political subdivision of the State of Florida (hereinafter the "County"), and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter the "Applicant").

RECITALS

WHEREAS, the Applicant has entered into a contract to purchase that certain real property consisting of approximately 700 acres, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (the "Property") including more than 200 acres of the Property below 51 feet NGVD (the "Southern Property"), known as Upper Lake Lafayette and now designated as floodplain on the County's floodplain maps; and

WHEREAS, a major portion of the Property was designated as Planned Unit Development ("PUD") District in 1973, by Ordinance No. 73-64, and the PUD was later approved as a Development of Regional Impact ("DRI") by a Resolution dated February 12, 1974; and

WHEREAS, the PUD and DRI (collectively referred to herein as the original Fallschase DRI/PUD) authorizes development of 2,572 residential units and 850,000 square feet of office use on the Property; and

WHEREAS, the original Fallschase DRI/PUD approval also authorized 25.4 acres of commercial uses generally located at the convergence of US 90, Buck Lake Road, and Fallschase

Boulevard, three additional 5,000 square foot areas of commercial centers within the residential areas of the Property, and an unspecified amount of mixed used development including commercial, office and residential uses that appears to be proposed for the Southern Property, including development over water; and

WHEREAS, upon taking title to the Property, the Applicant will be vested pursuant to Fla. Stat. 163.3167(8) to complete the development authorized in the original Fallschase DRI/PUD approval ; and

WHEREAS, approximately 78.55 acres was added to the DRI by the First Amendment to the Fallschase DRI Development Order approved by Leon County on July 12, 2005, based on a Notice of Proposed Change filed pursuant to Section 380.06(19), Florida Statutes (the "First DRI Amendment"); and

WHEREAS, the First DRI Amendment provides that the specific location and the size of development would be determined as development proceeded; and

WHEREAS, the County and the Applicant disagree on the amount and location of development for which the Fallschase DRI/PUD is vested pursuant to Section 163.3167(8), Florida Statutes, and on the applicability of the County's Comprehensive Plan and the Land Development Regulations (the "LDRs") that were adopted subsequent to the 1973-1974 DRI/PUD approvals, particularly those LDRs which the County asserts would now restrict development in the Southern Property, now designated as floodplain on the County's floodplain maps; and

WHEREAS, the Applicant and the County, without waiving any rights, entitlements, claims or defenses as to any remaining vested rights on the Property, including in particular the Southern Property, wish to resolve all issues relating to development of the Property and to allow

Applicant to proceed with predictable and orderly development of the Property as described in this Agreement; and

WHEREAS, the Applicant and the County desire to eliminate all uncertainty regarding the approved uses of the Property and the development standards which are applicable to the Property, and to assure that adequate transportation and stormwater management facilities are available with adequate capacity to facilitate the planned development of the Property; and

WHEREAS, the Applicant has herein agreed to donate the major portion of the Southern Property in fee simple to the County for public uses, thereby giving up any right to vested DRI development on the Southern Property, in consideration of the County's willingness to enter into this Agreement; and

WHEREAS, the County has plans to substantially improve the roadway infrastructure in the vicinity of the Fallschase DRI/PUD by widening Buck Lake Road to accommodate multi-lane through-traffic and by providing related turning movements to accommodate existing and future traffic needs, and the parties wish to clarify the Applicant's rights and responsibilities with respect to such improvements; and

WHEREAS, Applicant and the County wish to establish a procedure to guide all future development review by the County with respect to approval of all future development of the Property; and

WHEREAS, development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

WHEREAS, the County and Applicant recognize the benefits of public/private cooperation and wish to enter into a development agreement implementing a plan for the development of the Property;

NOW, THEREFORE, in consideration of the foregoing premises, which are made an integral part of this Agreement, and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the County and the Applicant as follows:

1. Purpose. The purpose of this Agreement is to:

(a) provide a mechanism to allow the Property to proceed through the PUD and subsequent development approval processes in a manner which avoids duplication of time and effort and which recognizes the vested rights of the Property as described in this Agreement.

(b) clarify the development approval process for the Property.

(c) set forth requirements and commitments for development of the Property with regard to compliance with the development standards of the Comprehensive Plan and LDRs.

(d) Provide for the donation of the major portion of the Southern Property in fee simple by the Applicant upon the Applicant taking title to the lake bottom and receiving certain development approvals, as described herein.

This Agreement is not intended to, nor does it, approve or authorize commencement of any amount of development not previously approved by the County, nor does it affect any vested rights in the Fallschase DRI/PUD. In light of the Property's history, location and vested status, this Agreement addresses issues unique to the Property and does not create policy or precedent applicable to other development in the County.

2. Authority for Agreement. The Florida Constitution and Florida Statutes authorize Florida Counties to perform any acts not inconsistent with law and to exercise all powers not specifically prohibited by law to carry on county government. In addition, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2005) (the "Act"), authorizes local governments to enter into development agreements with private developers to encourage a stronger commitment to comprehensive and capital facilities planning, to insure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic costs of development and to provide certainty in approval of development and assurances that development may proceed in accordance with the conditions of such development agreements.

3. Applicability. This Agreement shall apply to all development activities undertaken by the Applicant and its grantees, assigns and lessees on any part of the Property described in Exhibit "A" hereto owned by the Applicant, or for which the property owner has consented in writing, during the term of this Agreement. This Agreement does not apply to properties located within the Fallschase DRI/PUD that are not included within the legal description attached hereto as Exhibit "A" ("Excluded Properties"). This Agreement will not change or impair any property rights of Excluded Properties, including, but not limited to, zoning, consistency, concurrency, density, or intensity. Excluded Properties subsequently owned by Applicant and its successors shall be subject to this Agreement without the necessity of an amendment thereto.

4. Comprehensive Plan. The Fallschase DRI/PUD, is vested from consistency with the Tallahassee-Leon County 2010 Comprehensive Plan and many of the current County LDRs, and is vested from the concurrency requirements of the County's 2010 Comprehensive Plan and

LDRs because it was approved as a DRI prior to the adoption of the comprehensive plan and LDRs. (Fla. Stat. 163.3167(8)). Notwithstanding such vesting, the density, intensity, uses, and all other terms and conditions of development as set forth in this Agreement are consistent with the Leon County Comprehensive Plan and LDRs, to the extent that such Plan and LDRs are or may be applicable. All development approved pursuant to this Agreement shall be conclusively deemed to be lawfully conforming development, irrespective of any later amendments to the Leon County Comprehensive Plan or LDRs.

5. Effect of Agreement and Subsequent PUD Approvals. Nothing in this Agreement shall operate or cause the County to determine that the provisions of this Agreement and any subsequent amendment to the PUD pursuant to this Agreement constitute a change to the previously approved Fallschase DRI/PUD. The development approved herein does not require the submission of a Notice of Proposed Change under Section 380.06(19), Florida Statutes. The vested rights status of the Fallschase DRI/PUD is not altered, expanded, reduced or otherwise affected by this Agreement.

6. Southern Property.

(a) The Applicant shall donate in fee simple approximately 200 acres of the Southern Property (hereafter the "donated property"), excluding the lots depicted on Exhibit "B.4", (hereafter referred to as the "lakefront lots"). The acreage will be refined by subsequent survey delineating the boundaries of the portion of the Southern Property that will be donated in fee simple to the County.

(1) The Applicant shall retain the continuing right to include all or part of the donated property to satisfy the requirements of the Leon County Comprehensive Plan and Land Development Regulations ("LDRs") as they may apply to the development authorized

herein, including, but not limited to, open space/natural area, minimum lot size, setbacks, lot coverage, etc. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as may be required for State or federal permits.

(2) The Applicant shall retain the continuing right to utilize the existing sewer and water utilities (lift stations and sanitary sewer lines) on the donated property including necessary expansion and the construction of a building of no more than 400 square feet to house the electrical panel and generator for the lift station on the donated property, if necessary to provide water and sewer service for the development authorized herein.

(3) The Applicant and the County shall negotiate a maintenance agreement that will provide for removal of invasive species and other measures and will allow reasonable trimming of vegetation adjacent to the lakefront lots depicted on Exhibit "B.4" consistent with the environmental sensitivity of the lake bed. The maintenance agreement shall be finalized no later than the first site plan approval for any of the lakefront lots.

(4) The donated land may be used by the Applicant, in whole or in part, for mitigation as may be required for State or federal permits, including, but not limited to, open space/natural area, minimum lot size, setbacks, lot coverage, etc. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as may be required for State or federal permits.

(b) The Applicant shall execute and record the deed for the Southern Property in fee simple, and deliver a copy of the recorded deed to the County, when all of the following conditions are satisfied: (1) this Agreement has been approved by the County, and executed by

the Parties, and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized herein; (2) the PUD Concept Plan amendment described herein has been approved for the development authorized herein, and such PUD Concept Plan approval has become final and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized therein; (3) the Applicant takes title to the Property; and (4) the site plan for Phase I of the development authorized herein has become final.

(c) The Applicant shall include notification to purchasers in all contracts for purchase and sale of lakefront lots of the requirement for property owners of lakefront lots to comply with the Leon County "Revised Flood Indemnification Process Policies and Procedures" dated May 20, 2005, for all residential development that is subject to said Policy, including the completion of the flood certification form by a registered engineer and execution of the flood indemnification covenant to be recorded with the Clerk of the Circuit Court.

7. Conceptual Master Plans.

(a) The Applicant and County agree that, the Applicant is entitled to develop 850,000 square feet of commercial uses, 50,000 square feet of office space, and 1,514 residential units (757 single family dwellings and 757 multifamily/condominiums) on the Property pursuant to this Agreement, as depicted on the Conceptual Master Plan attached as Exhibit "B.1." and as more particularly described in Exhibits B.2 through B.5, which are incorporated herein by reference.

(b) The Applicant shall not seek approval of any additional development authorized in the DRI/PUD. The mix of residential units may be modified, however, as provided in the First DRI Amendment.

(c) The development areas, including the location of storm water facilities and roadway improvements shown on the Conceptual Master Plan, are intended to serve as a guide to future development. The Conceptual Master Plan shall be superseded by the PUD Concept Plan for the Property, and each development area may be relocated or altered as designated by the Applicant as specific requests for approvals of site plans are made, pursuant to the development approval process set out below.

(d) For the lakefront lots shown on Exhibit "B.4", the Applicant will provide compensating volume for any floodplain storage lost due to the placement of fill for development of the lots. The specific regulations for the placement of fill are found in Exhibit "D", Fallschase Development Standards.

8. Donation for County Facility. In addition approximately 200 acres of the Southern Property to be donated to the County, and the donation of the Right of Way for Buck Lake Road and Mahan Drive improvements, the Applicant will donate one (1) acre of property to the County for public use as a library or other County facility in a location to be determined by the Applicant.

9. PUD Approval Process for Property:

(a) In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review the PUD Concept Plan pursuant to the development standards set out in Exhibit "D" and the Waivers and Exemptions granted herein, set out in Exhibit "E," as applicable. In the event of a conflict with existing County regulations, the Fallschase Development Standards or Waivers and Exemptions, as applicable, shall prevail. The County accepts and approves the PUD Concept Plan as the intended development plan for the Property. A PUD Final Development Plan will be submitted subject to the following Type D review process as modified

below and will constitute the amended Planned Unit Development application for the additional properties added to the Property pursuant to the First DRI Amendment, as well as describing the revisions to the original PUD approval for the development.

(b) The approval of the PUD Concept Plan is subject to the Applicant's right to make adjustments during PUD Final Development Plan review as long as development of the Property is consistent with the general location of land uses, the intensity and density approved herein, the access to the surrounding road network, and the Fallschase Development Standards as set forth in Exhibit "D". In the event that any County regulation conflicts with the development approved in this Agreement, the PUD Concept Plan or the PUD Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development authorized herein as reflected in the PUD Concept Plan or the PUD Final Development Plan.

(c) Approval of an amendment to the PUD Concept Plan for the Fallschase DRI/PUD will be solely by the BCC as set out below:

1. Applicant shall submit an application for an amendment to the PUD Concept Plan to Leon County in accordance with the requirements of the Development Approval Submittal Checklist, as set forth in Exhibit "C" .

2. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

3. The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled an extension as required, depending on the nature of the County's comments.

4. The County will schedule a meeting of the Development Review Committee ("DRC") to vote on a recommendation related to the application within ten (10) working days of the receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay the vote due to incomplete information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete information to the Applicant within five (5) working days.

5. The Applicant will submit a response to the DRC's response/comments within five (5) working days of receipt of the DRC's comments. The Applicant shall be entitled to an extension as required, depending on the nature of the County's comments.

6. Leon County will schedule a meeting of the DRC to vote on a recommendation related to the application within ten (10) working days of the receipt of the Applicant's response. DRC will forward a recommendation of approval, approval with conditions, or denial to the BCC for their next regularly scheduled meeting following the DRC meeting.

7. The BCC shall review the PUD Concept Plan, the recommendation and written findings of the DRC, and conduct a public hearing. The BCC will then approve, approve with conditions, or deny the PUD Concept Plan. The decision of the BCC shall be final and shall be supported by written findings.

8. Any subsequent amendments to the Amended PUD Concept Plan shall be governed by the terms of this Agreement and reviewed and approved by the process described herein.

10. Approval Process for PUD Final Development Plan: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review the PUD Final Development Plan pursuant to the Fallschase Development Standards attached hereto as Exhibit "D". The following development review Type D process as modified shall be applicable to Final Development Plan for the Fallschase DRI/PUD:

(a) Applicant shall submit an application for PUD Final Development Plan approval to Leon County that is consistent with the amended PUD Concept Plan. PUD Final Development Plan approval will constitute final PUD approvals and may address phases or sub-phases of development. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(b) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled to an extension if requested as required by the nature of the County's comments.

(c) Leon County will schedule a meeting of the DRC. The DRC will meet and vote on a recommendation to approve, approve with conditions, or deny the application within ten (10) working days of the receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay the vote due to incomplete application information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete application information to the Applicant within five (5) working days.

(d) The Applicant will submit a response to the DRC's response/comments within five (5) working days of receipt of the DRC's comments. The Applicant shall be entitled to an extension if required, depending on the nature of the comments.

(e) The Applicant will meet with the DRC and the DRC will vote to approve, approve with conditions, or deny the Final Development Plan. The decision of the DRC shall be supported by written findings.

(f) The Applicant shall have the right to appeal the DRC decision to the BCC. The Applicant shall have the option to utilize the hearing officer procedures in accordance with Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(g) Submittal Requirements: The Applicant shall provide the following in a submittal package:

- (1) Narrative of Development: Narrative including the number of units or square feet of non-residential use within the phase submitted;
- (2) Site Plan (Final Development Plan);
- (3) Check for Submittal Fees;
- (4) Completed Fallschase Final Development Submittal Checklist, attached hereto as Exhibit "C".

11. Process for Environmental Management Permit. A short-form Environmental Management Permit Application shall be submitted to the Leon County Growth and Environmental Management Department for review and approval concurrent with the application

for Final Development Plan for each phase or sub-phase of the development at the Applicant's option.

(a) Timeline: The Director of the Growth and Environmental Management Department ("Director") shall provide written comments/questions regarding the construction plans within fourteen (14) working days of submittal. A maximum of two (2) submittals shall be allowed prior to final action/approval.

(b) The Applicant shall have the right to appeal the decision to the BCC. The Applicant shall have the option to utilize the hearing officer procedures in accordance with Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(c) Submittal Requirements:

- (1) A narrative outlining the methods of compliance with the standards incorporated into the PUD Concept Plan and this Agreement.
- (2) A copy of the approved Preliminary Site Plan (if not filed concurrently).
- (3) Construction Plans including maps on a scale of not less than 1 inch equals 200 feet demonstrating compliance with the identified standards in the PUD Concept Plan. Maps shall contain topographic information and source, existing natural features and the proposed methods of compliance.
- (4) Stormwater analysis: Stormwater management design and supporting computations including:

- a. Narrative description of treatment facility to be permitted.
- b. General location map which indicates the relative location within the project boundary, the limits and acreage of the drainage basin contributing to the facility.
- c. Written summary of design report providing discussion on the level of water quality treatment provided.
- d. An analysis demonstrating the treatment facility provides the required water quality treatment volume and the filtration system again provides the required capacity within 72 hours following a storm event
- e. Construction plans detailing grading which includes pertinent contours of areas adjacent to the facility, sediment and erosion control plans, existing and proposed drainage structures.
- e. Stormwater treatment facility capacity accounting record.
- f. The Applicant will give preferences to wet detention where possible.

12. Fallschase Development Standards. The parties agree that Applicant's development approval applications for property that is included in the original DRI/PUD approval made during the term of this Agreement shall comply with the Fallschase Development Standards set forth in Exhibit "D." The development standards conform to the requirements for the Comprehensive Plan and the existing LDRs to the extent that conformance does not impair the Applicant's ability to complete the development authorized herein. The development

standards, may be modified only by written agreement between the Applicant and the County as evidenced by BCC action. In the event that any County regulation conflicts with the development approved in this Agreement, the PUD Concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development. authorized herein as reflected in the PUD Concept Plan or the Final Development Plan.

The Fallschase Development Standards, as set forth in Exhibit "D", address Environmental Protection, including Wetlands, Topography/Slopes, Open Space, Archeological/Historical Resources, Listed Species, Stormwater Best Management Practices for Conservation and Preservation Areas, Floodplain Management; Landscaping, Open Space and Tree Protection, Stormwater Standards; Landscape Area and Open Space Requirements, Landscape Standards for Perimeter and Interior Landscape Areas, Weems Plantation Buffer, Reforestation Requirements, Stormwater Management Facility Landscaping, Height Requirements and Zero Lot Lines, Commercial Lighting, Commercial Parking Standards; and Conflict Resolution,

14. Waivers and Exemption. As to the properties added to the DRI/PUD by the First DRI Amendment, the County hereby grants waivers and exemptions as set forth specifically in Exhibit "E". The Applicant shall not be required to file any additional request or applications for said waivers. Applications for development approval for the property added to the Fallschase DRI in the First DRI Amendment shall be subject to the current County Comprehensive Plan and Land Development Regulations except that the Waivers and Exemptions of Exhibit "E" shall prevail over any conflicting County regulations.

15. Buck Lake Road Widening, Right-of-Way and Transportation Improvements.

The transportation improvements listed in Exhibit "F" are conceptual in nature at this time and will be refined in the future. The Applicant has agreed to make additional improvements to the intersection of Mahan Road and Buck Lake Road beyond the improvements specified in Exhibit "F." The details of such improvements will be negotiated between the Applicant and the County. In order to assist the County with the planning and implementation of future improvements to Buck Lake Road and U.S. Highway 90, the Applicant shall:

(a) Donate all right-of-way owned by the Applicant to the County for improvement of Buck Lake Road as shown on the plans previously approved by the County and the Department of Transportation. The donation shall occur upon final resolution by the parties of all other matters with respect to the implementation of transportation improvements, including median openings and ingress and egress to and from Buck Lake Road and U.S. Highway 90 necessary to the development of Fallschase DRI/PUD;

(b) Provide stormwater treatment for the stormwater runoff from the portion of Buck Lake Road adjacent to Fallschase;

(c) Install traffic signals in connection with the improvements, as reflected in Exhibit "F" subject to FDOT or County permitting requirements as applicable.

(d) In constructing the improvements, the Applicant shall comply with the County's customary practices, for: the design review process, inspection standards, warranties, maintenance, insurance, time of construction, etc.

16. Traffic Study at Site Plan Approval.

The Applicant shall complete a traffic operations study for all authorized development for all points of access to Fallschase prior to approval of the Phase I Final Development Plan. The traffic operations study will model the impact of entering and exiting trips on adjoining roadways. The Applicant and the County will review the proposed improvements and will, by mutual agreement, confirm, alter, or amend the scope of traffic improvements required for the development. The Applicant provided a trip generation analysis to Leon County Public Works for the County's consideration of traffic impacts of the applicant's proposed development plan, and not in any way to amend, alter, expand, reduce, or otherwise affect the vested rights of the Fallschase DRI/PUD. The trip generation analysis demonstrated that the development authorized in this Agreement does not create more than 3,659 p.m. peak hour trips. The Applicant acknowledges that it may be required to adjust the authorized development to ensure that trip generation in the traffic operations study does not exceed the trip generation reflected in the trip generation analysis, when adjusted for pass-by and internal capture.

17. Weems Plantation. There shall be no road connections constructed between the Fallschase DRI/PUD and the Weems Plantation residential development. The Applicant shall provide a vegetative buffer, as described in Exhibit "D" to buffer the existing Weems Plantation development from the commercial development.

18. Utilities. The Applicant shall apply to the City of Tallahassee for electric, gas, wastewater facilities, potable water and non-potable water. If the City of Tallahassee refuses to provide service, the Applicant shall have the right to provide electric, gas, wastewater facilities, potable water and non-potable water through the Fallschase Community Development District, or through a contract with another public or private provider with demonstrated capacity to serve

the proposed development. If allowed by the electric and gas utility provider, the County agrees to allow the burial of electric power lines on the Property. The County acknowledges that the Fallschase Community Development District has the right to serve all the lands included within the Property. If the City refuses to provide service, the parties agree that the Applicant will provide detailed plans for future expansion of the existing, on-site sewage treatment plant at the time of the proposed expansion.

19. Abandonment of Old Buck Lake Road. The County intends to abandon Old Buck Lake Road upon approval of this Agreement. Not later than sixty (60) days following the County's approval of this Agreement, the Applicant shall submit an application to abandon, pursuant to Fla Stat. 336.12. The County may make the abandonment affective when the Applicant donates the Southern Property as described herein.

20. Stormwater Impact Fees. The parties agree that there are no existing impact fees applicable to Applicant's proposed discharge of stormwater to the Southern Property as described in this Agreement. The parties further agree that neither Applicant nor Fallschase Community Development District shall be required to pay any fees or other charges which may be instituted by the County in the future for discharges to the Southern Property.

21. Phasing. The parties agree that the Applicant will cooperate with the County to create a reasonable phasing schedule to complete all development contemplated herein in the amendment to the PUD Concept Plan outlined in paragraph 9 of this Agreement.

22. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement, whether by lease or purchase of a portion of the Property.

23. Applicable Law. This Development Agreement, and the rights and obligations of the County and the Applicant hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida.

24. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

25. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Development Agreement, nor the intent of any provision hereof.

26. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.

27. Term. This Agreement and the provisions hereof shall be in effect for a period of ten (10) years from the effective date hereof, unless terminated sooner or extended in accordance with the provisions hereof.

28. Assignability and Conveyance of the Property. The Applicant shall have the right to assign the rights and obligations granted in this Development Agreement to any existing or subsequent owner of all or any part of the Property. The Applicant shall, within 20 days of closing, notify the County of any sale of any lands in the Property and any subsequent owners shall be included in any notices required by this Agreement or otherwise by law or ordinance

29. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by the Applicant if an appeal or any other

challenge is filed as to this Agreement, and at any time while an appeal or challenge is pending.

Upon termination, all parties rights shall revert to those possessed prior to this Agreement

30. Amendments and Extensions; Additional Development. This Development Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Section 163.3239, Florida Statutes.

31. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other and to coordinate the performance of their respective obligations in effecting the terms of this Development Agreement

32. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

To the County:

Parwez Alam
Leon County Administrator
5th Floor, Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301
Telephone: _____

To the Applicant:

Ron Carlson, Executive Vice President
AIG Baker Tallahassee, LLC
AIG Baker Shopping Center Properties, LLC
1701 Lee Branch Lane
Birmingham, AL 35242

Telephone: (205) 969-1000

With a copy to:

Robert C. Apgar, Esquire
Greenberg Traurig, P.A.
101 East College Avenue
P.O. Drawer 1838
Tallahassee, FL 32302
Telephone: (850) 222-6891

33. Public Hearings. This 163 Development Agreement was approved by the Board of County Commissioners after two (2) public hearings, the first on October 25, 2005, and the second on November 22, 2005, at which time the 163 Development Agreement was approved.

34. Agreement Subject to Applicant Taking Title. The parties agree that the Applicant shall not seek, and the County shall not issue, any building permits for development of the Property, and the Applicant shall not commence any development on the Property, until the Applicant has taken title to the Property. Should the Applicant give written notice to the County that the Applicant has elected not to close on the property, this Agreement shall be null and void, and of no further legal effect.

35. Applicant Waiver. The Applicant waives any and all claims or causes of action that it has or may have against the County, should any court of competent jurisdiction invalidate this 163 Development Agreement, in whole or in part.

36. Recording and Filing; Effective Date. This Agreement shall become effective according to the provisions of Section 163.3239, Florida Statutes (2005), and Section 10-1971E.(2) of the Leon County Code. Within fourteen (14) days after the County executes this Agreement with the Applicant, the County shall cause this Agreement to be recorded in the Official Records of Leon County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is

recorded. A copy of the recorded Agreement shall also be provided to the Applicant. This Agreement shall not be effective until it has been recorded in the Official Records of Leon County, Florida, and until thirty (30) days have elapsed after the Agreement has been received by the State Department of Community Affairs. The Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to the Agreement.

37. Drafting; Rules of Construction. The parties acknowledge that they jointly participated in the drafting of this Development Agreement, and that no term or provision of this Agreement shall be construed in favor of or against either party based on drafting.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED
In the presence of:

AIG BAKER TALLAHASSEE, L.L.C., a
Delaware Limited Liability Company

Witness

Printed Name

By: _____
Printed Name: _____
Title: _____
Date: _____

Witness

Printed Name

LEON COUNTY, a political subdivision
of the State of Florida

Approved as to Form and Legality
Herbert W.A. Thiele, County Attorney

By _____
PARWEZ ALAM (check proper party)
County Administrator

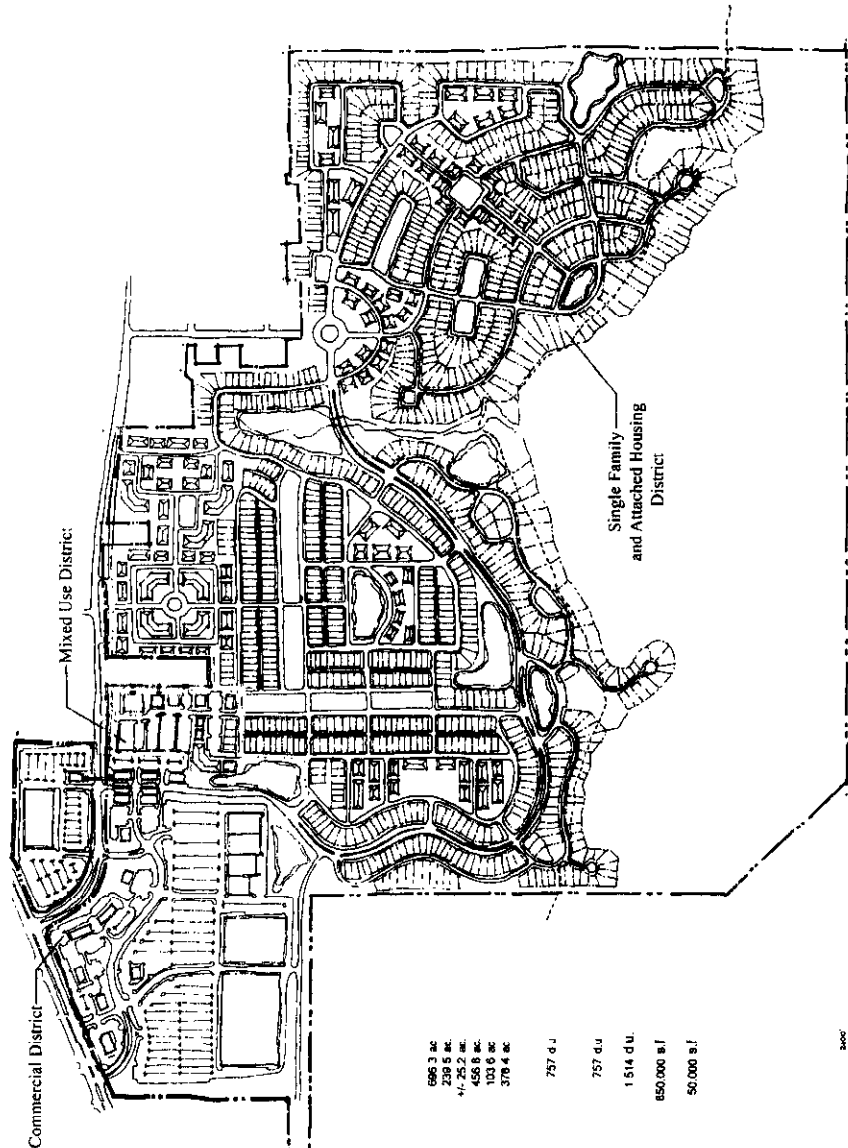
DATE

DATE

List of Exhibits

- A. Legal Description of Property
- B. Master Conceptual Plan Package
 - 1. Conceptual Master Plan
 - 2. Conceptual Commercial and Mixed Use Plan
 - 3. Proposed Improvements for Buck Lake Road and Mahan Drive (Roadway and Landscaping)
 - 4. Lakefront Lot Plan
 - 5. Typical Waterfront Residential Lot Section (Finger Area)
- C. Development Approval Submittal Checklist
- D. Fallschase Development Standards
- E. Waivers/Exemptions/Code Interpretations/Clarifications
- F. Transportation Improvements To Be Funded and Completed by Developer

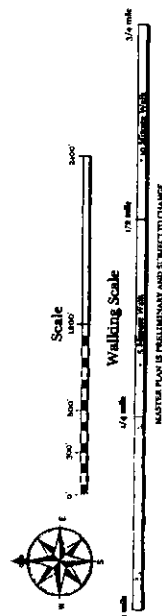
Attachment # 1
 Page 25 of 42



To Weems Road

Project Summary

Estimated Project Area	696.3 ac
Estimated Area Below Contour #51	238.5 ac
Estimated Developable Area Below Contour #51	41,252.2 ac
Estimated Developable Area Above Contour #51	458.8 ac
Estimated Commercial / Office Mixed Use Area	103.6 ac
Estimated Developable Residential Area	378.4 ac
Single Family	
Estimated Single Family Density Units	757 d.u.
Multi-Family	
Estimated Multi-Family Units	757 d.u.
Estimated Residential Density Units	1,514 d.u.
Estimated Retail/Commercial	850,000 s.f.
Estimated Office	50,000 s.f.



Conceptual Master Plan For FALLSCHASE

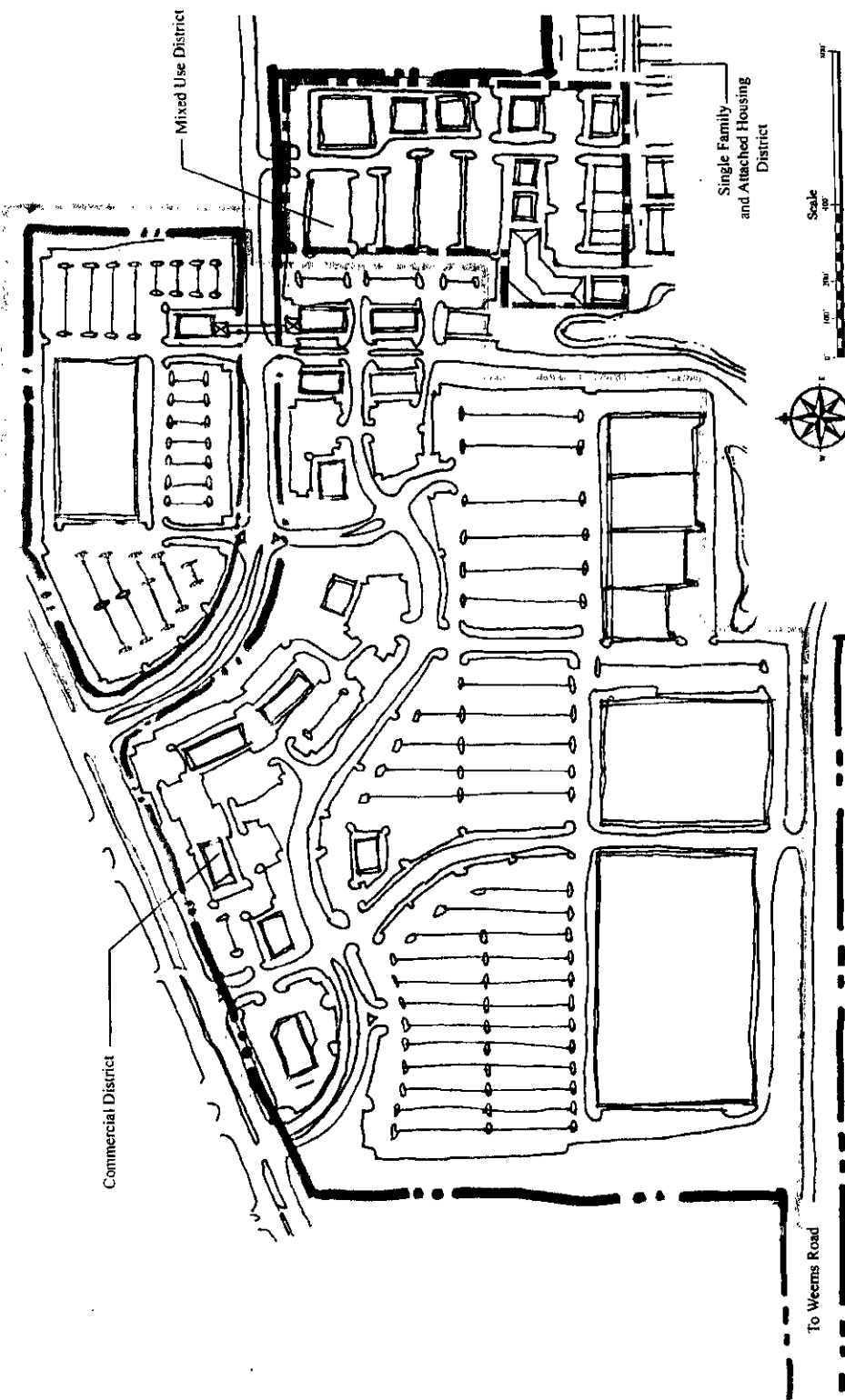
Leon County, Florida
 October 13, 2005

Prepared For:

Prepared By:
 Wood Partners Inc. WPI
 10000 Wood Partners Drive
 Suite 100
 Orlando, FL 32817
 Phone: 407.255.1100
 Fax: 407.255.1101
 Email: info@woodpartners.com

EXHIBIT "B.1."

*Conceptual plan subject to change



Conceptual Commercial and Mixed Use Plan
For
FALLSCHASE

Leon County, Florida
October 13, 2005

Prepared By:
Wood Partners Inc. (WPI)
LANDSCAPE ARCHITECTS
10000 Highway 17 North
Suite 100
Orlando, Florida 32837
Phone: 407.241.1111
Fax: 407.241.1112

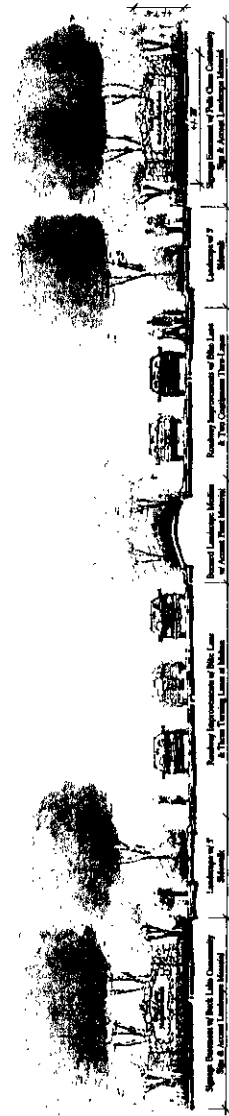
EXHIBIT "B.2."

*Conceptual plan subject to change

Attachment #
 Page 27 of 42



Perspective View



Elevation View

Proposed Improvements
 For
 Buck Lake Road at Mahan Drive
FALLSCHASE

Leon County, Florida
 September 28, 2005

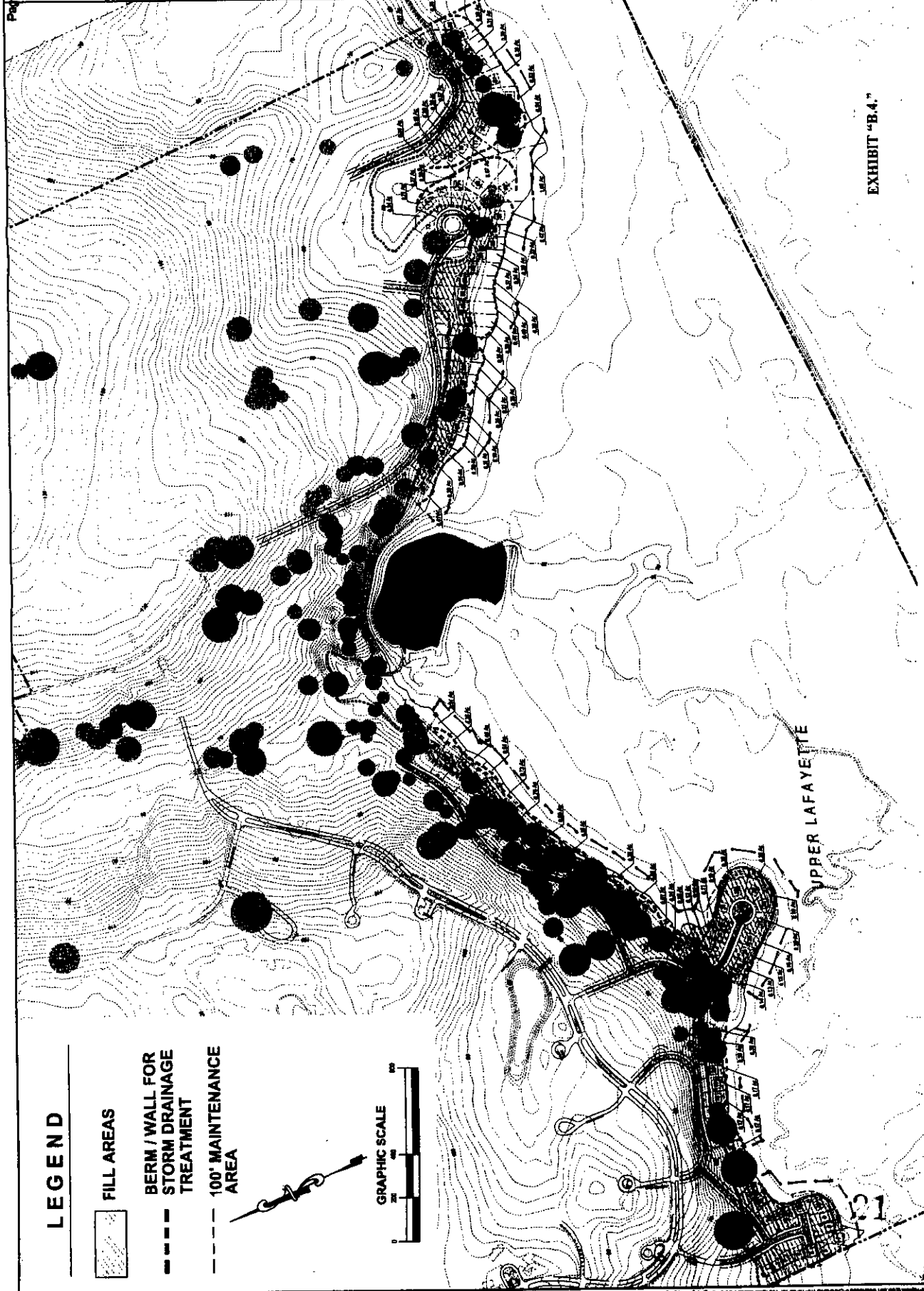
*Conceptual plan and section subject to change

Prepared By:
Wood-Partners Inc. (WPI)
 10000 Highway 1, Suite 100
 Jacksonville, FL 32216
 Phone: 904.744.1100
 Fax: 904.744.1101

EXHIBIT "B.3."

Prepared For:





LEGEND

11

1



ROBERT LAFAYETTE

21

EXHIBIT "C"
DEVELOPMENT APPROVAL SUBMITTAL CHECKLIST

Preliminary Subdivision Plat/Non-Residential Site Plan		
<u>Submittal Verification</u>		
<u>Applicant</u>	<u>Staff</u>	
—	—	1. Location map of the phase within Fallschase;
—	—	2. North arrow, graphic scale, date, and approval block;
—	—	3. Proposed phase number or name;
—	—	4. Name, address and telephone number of the developer, surveyor of record, and engineer of record;
—	—	5. Boundary and area of phase, total number of lots, and density calculations or total square footage and type(s) of non-residential use(s);
—	—	6. Contour lines;
—	—	7. Existing natural and manmade features including, but not limited to, waterbodies, drainage channels, slopes;
—	—	8. Right of way widths and names of existing and proposed streets and all existing and proposed easements;
—	—	9. Lot layout, including lot lines with approximate dimensions, lot numbers, block letters, pedestrian way locations and any common open space areas within the phase;
—	—	10. Conceptual utility and drainage plan;
—	—	11. Landscape Plan; (non-residential and multi-family apartments only)
—	—	12. Stormwater management plan;
—	—	13. Parking, loading, and traffic circulation design with dimensions, pedestrian circulation, and any common open space areas within the phase (non-residential development only);

Note: A Natural Features Inventory and Environmental Impact Analyses are not required.

EXHIBIT "D"

FALLSCHASE DEVELOPMENT STANDARDS

I. Intent.

The Tallahassee-Leon County 2010 Comprehensive Plan and all County Land Development Regulations ("LDR's") adopted after the approval of the Fallschase DRI on February 12, 1974, cannot limit or modify the Applicant's right to complete the development authorized in the Fallschase DRI/PUD. Fla. Stat. 163.3167(8). The standards set out herein allow the applicant to complete the vested development of the Fallschase DRI/PUD while allowing the Applicant to remove a large part of the property located below the 51 foot NGVD elevation, the "Southern Property," from the developable area of the Project in order to donate said land to Leon County for public purposes. The development standards are intended to facilitate relocating previously approved development onto the area north of the Southern Property, and protecting significant existing trees found in and adjacent to the Southern Property.

II. General Applicability.

The standards set out herein shall control the development of the vested portions of the Fallschase DRI/PUD in Leon County, Florida ("Project") as authorized in the Fallschase DRI Development Agreement, and the non-vested portions of the Project to which these standards are made applicable. The vested portions of the Project shall be governed solely by the development standards set out herein or incorporated herein by reference. These standards will be applied during the PUD Concept Plan review, the site plan review, and environmental permitting of the project. In the event of a conflict between these standards and any applicable part of the County's Comprehensive Plan or LDRs, these standards shall prevail.

III. Environmental Protection.

The following Preservation and Conservation features, as outlined by the Tallahassee/Leon County Comprehensive Plan and Leon County Land Development Code, will be protected as follows:

A. Wetlands.

- Applicant will provide setbacks of 150 feet from the 30 foot contour line adjacent to the Upper Lafayette sink hole.
- Correspondence from the Florida Department of Environmental Protection ("FDEP") dated January 9, 1997 indicates that the Fallschase Residential DRI is great-grandfathered under Section 373.421(7), *Florida Statutes*. As such, the pre-Henderson wetland line applies to this Property.

- To the extent that any federal jurisdictional wetlands are proposed to be impacted, Applicant will comply with all regulatory permitting requirements set forth in Section 404 of the Clean Water Act.
- Applicant will donate a portion of the Southern Property in fee simple to Leon County (excluding lakefront lots, as depicted on Exhibit "B.4.") as provided in the Agreement.

B. Topography/Slopes.

- The development will preserve the natural, severe slopes that are greater than 1/4 acre in total area.
- Applicant will comply with Section 10-207(1) of the Leon County Code, entitled "sedimentation and erosion," in its entirety.

C. Open Space.

- Applicant will preserve a minimum of 25% of the total area of the Property in a natural condition pursuant to Section 10-258 of the Leon County Code. For the purposes of this Agreement, the term "Development Site," as used in Section 10-258, shall include the entire Property as described in Exhibit "A," including the property donated to Leon County pursuant to the Fallschase DRI Development Agreement.

D. Archeological/Historical Resources.

- Archaeological and historical sites will be surveyed and mitigated as required by the Department of State, Division of Historic Resources.

E. Listed Species.

- A study of threatened and endangered species will be prepared by the Applicant and mitigation plans proposed where applicable.

F. Stormwater.

Stormwater treatment may be provided in part by underground stormwater treatment chambers. Applicant shall be permitted to utilize the Southern Properties for rate attenuation, notwithstanding any other rate control standards.

1. Applicant shall provide stormwater treatment that meets or exceeds standards contained in Section 10-191(b) of the Leon County Code.

2. Applicant will give preference to wet detention wherever possible.

- Applicant will comply with the table set forth in Section 10-191(b) of the Leon County Code entitled "Watershed Conservation Measures." Detailed stormwater design will be provided in connection with the Environmental Management Permit.
- Applicant will plat easements for the conveyance of stormwater.

G. BMPs for Conservation and Preservation Areas.

- Applicant will restrict pesticides, herbicides and fertilizers in conservation and preservation areas pursuant to Section 10-213(2) of the Leon County Code.

H. Floodplain Management.

- Applicant will comply with Article XII of the Leon County Code, entitled "Floodplain Management," except for the area set forth in Exhibit "B.4," entitled "Lakefront Lot Plan."
- Applicant has agreed to require completion of the flood certification form and execution of the flood indemnification covenant, as required by County policy for development in the floodplain.
- Applicant will limit fill below the 51 foot contour to the minimum necessary for the planned development.
- Applicant will set the finished floor elevation at three feet above the floodplain to comply with the current Leon County Code.

IV. Landscape Areas, Open Space Requirements, and Tree Protection.

In order to utilize the Property in an efficient manner, to protect the heritage oak trees which are located adjacent to the 51 foot NGVD contour line, and to maintain the unique environmental features of the property, Applicant will meet the following site specific landscaping, open space and tree protection standards for the Property, in lieu of any other landscaping, open space and tree protection standards adopted in the LDRs.

A. Minimum Landscaped Area.

A minimum of 15% of the total developed area shall be devoted to landscaping. The area comprising this 15% may be aggregated or distributed at the developers discretion and will include all buffers, interior landscape islands, setbacks and/or non-paved areas within the development parcel. This requirement shall apply only to the non-residential and multi-family components of Fallschase. No landscaping or open space requirement shall apply to single family development.

B. Landscape Standards for Perimeter and Interior Landscape Areas.

A minimum 10 foot buffer shall be established along all Property boundaries of the Fallschase development, including individual non-residential and multi-family components. This 10 foot area shall retain all existing trees 10 inches dbh or greater that are of good health, except where the existing grade of the land is higher than the adjacent roadway. Additional plantings may be added at the developer's discretion to provide further visual buffer between land use components and adjacent properties and may be planted in areas regraded to meet the roadway elevation.

Interior landscape areas within the non-residential and multi-family parking areas will include landscape islands and shade trees. One 3 inch dbh shade tree shall be provided within each landscape island. The number of landscape islands shall be calculated as one island for every 50 parking spaces and shall be located at the terminus of parking bays as determined by final parking lot design. Each island shall be a minimum dimension equivalent of one regular parking space.

C. Weems Plantation Buffer.

A 30 foot wide, heavily landscaped, evergreen vegetative buffer shall be provided along the northern boundary of Weems Plantation and other adjacent lands (excluding internal components of Fallschase) where non-residential or multi-family development is proposed along the Property line of existing single-family residential development. This buffer shall consist of either existing vegetation and/or be augmented to provide a double row of evergreen hedge material (measured at 36 inches in height at the time of planting) and one evergreen shade tree (3 inch dbh) per 25 linear feet measured along the existing Property line. The location of the shade trees may be aggregated rather than planted at even intervals to achieve maximum visual screening.

D. Reforestation Requirements.

All non-residential and multi-family components shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater. These replanted trees may be used to satisfy the interior landscape area requirements or buffer area requirements, or stormwater management facility requirements with regard to required trees.

The single family residential component shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater, for all roadways, stormwater management facilities, or other common areas, but exclusive of the future construction within each lot. These replanted trees may be used to satisfy the buffer area requirements, or stormwater management facility requirements with regard to required trees.

All existing trees 24 inches or greater that are incorporated into the design of the project shall be available as credit against such reforestation requirements on the basis of one 3 inch dbh tree credit for every protected tree 24 inches or greater.

E. Stormwater Management Facility Landscaping.

All stormwater management treatment facilities will provide one 3 inch dbh evergreen shade tree for every 25 linear feet of pond perimeter as measured at the top of the pond berm. These shade trees may be aggregated rather than planted at even intervals at the discretion of the developer.

Fencing of the stormwater management facility shall be provided when side slopes exceed 3:1 and a double row of evergreen hedge material shall be planted outside the required fence. Where these facilities are designed to integrate with paved areas and structural walls as a component of the pond design, fencing will not be required.

The entire area of the stormwater management facility shall be available as credit for meeting the 15% landscape area requirements of any non-residential or multi-family component.

Applicant will provide water quality treatment through natural and manmade wetlands that will be part of the Stormwater Management System.

IV. Height Requirements and Zero Lot Lines.

In order to accommodate the density and intensity of development originally approved for the Southern Property on the remaining portions of the Property, the height limits shall be five (5) stories, to a maximum of 75 feet, for residential and mixed use development, fifty (50) feet for general retail development, and fifty-five (55) feet for the movie theatre. There shall be no setback requirements for commercial, residential or office development on the Property and all development shall be permitted to develop with zero lot lines and setbacks.

V. Commercial Lighting.

Lighting in the commercial development area shall be directed away from adjacent residential areas.

VI. Commercial Parking Standards.

Off street parking shall be provided on site to accommodate commercial uses as follows:.

Minimum Parking Standards:

General Retail	1 space / 250 sf GFA* (inclusive of handicapped parking)
Restaurant	10 spaces / 1,000 GFA
Theater	1 space / 5 seats
Office	1 space / 300 sf GFA

* - GFA = gross floor area

VII. Conflict Resolution.

In the event that any County regulation that lawfully applies to the vested portion of the Fallschase DRI/PUD conflicts with the development standards set out herein, or would prevent the Applicant from completing the development approved in the Agreement, the Conceptual Master Plan, the PUD concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth above, the parties will confer and agree on a development standard that will allow completion of the development consistent with the development standards set out herein, the Conceptual Master Plan, the PUD Plan, or the Final Development Plan.

tal-fs1\323337v01\11/8/05\90415.010100

EXHIBIT "E"
WAIVERS/EXEMPTIONS/CODE INTERPRETATIONS/CLARIFICATIONS
Applicable to the Fallschase DRI/PUD non-vested property

This exhibit applies to the property added to the Fallschase DRI/PUD in the First DRI Amendment, consisting of a 60 acre parcel on the east side of the original DRI, and a 17 and ½ acre parcel located in the northwest part of the original DRI, as depicted on the Conceptual Master Plan, Exhibit B.1. The waivers, exemptions, code interpretations and clarifications set out herein are granted to enable the Applicant to place a significant portion of the vested development on the northern part of the Fallschase DRI property, recognizing that the Applicant will donate a major portion of the land below the 51 foot NGVD contour, the Southern Property, to the County for public use. The waivers, exemptions, code interpretations and clarifications set out herein are intended to facilitate the well-planned, attractive development of the remaining developable property in the Fallschase DRI as a whole.

I. Sixty (60) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-192(g)(2)(a)(1) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant is granted a waiver from this subsection. Applicant will be allowed the following: Clearing, soil disturbance and building area will be allowed up to 75 % of the development site located within Zone B.

2) Section 10-192(g)(2)(a)(2) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant shall be exempt from Section 10-192(g)(2)(a)(2). Applicant will provide stormwater treatment in accordance with Section 10-191 and will give a preference to wet detention where possible.

3) Section 10-207(2)(c): Applicant shall be exempt from the significant slope provision of this Section.

4) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the lake bottom as provided in the 163 Agreement.

5) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

6) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.

7) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the vested property as described in the 163 Agreement.

B. Code Interpretation/Clarifications.

1) Applicant shall be allowed to include preservation features (i.e. floodplain and high quality successional forests) within the boundaries of the platted lots.

2) Section 10-210: Applicant shall be allowed to discharge stormwater directly to the lake bottom though approved stormwater treatment facilities without regard to whether the stormwater naturally flows to any active karst feature.

3) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

4) This development is consistent with Policy 1.3.5 of the Comprehensive Plan. The lakefront lot plat is deemed to meet this Policy because the buildable area of the lots will be above the 51' contour and the remaining land below the 51' contour will be donated for public use.

II. Seventeen and One Half (17 1/2) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-207(2)(c) and (d): Applicant shall be exempt from the significant and severe slope provisions of this Section.

2) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the Southern Property as provided in the 163 Agreement.

3) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

4) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the remainder of the property as described in the 163 Agreement.

5) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.

B. Code Interpretation/Clarifications.

1) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

tal-fs1\323341v01\11/8/05\90415.010100



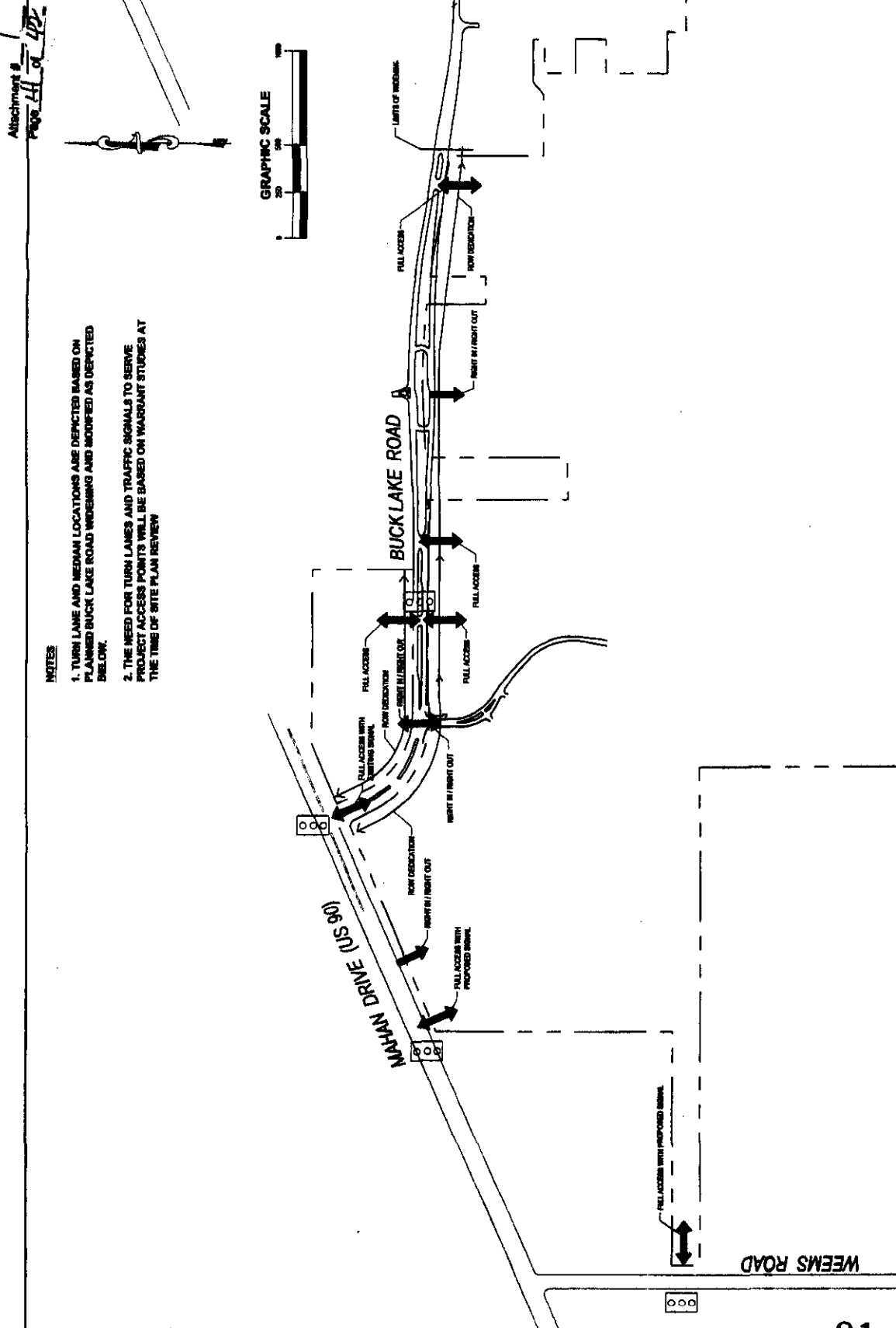
Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

EXHIBIT "F"
LEGAL DESCRIPTION OF OLD BUCK LAKE ROAD

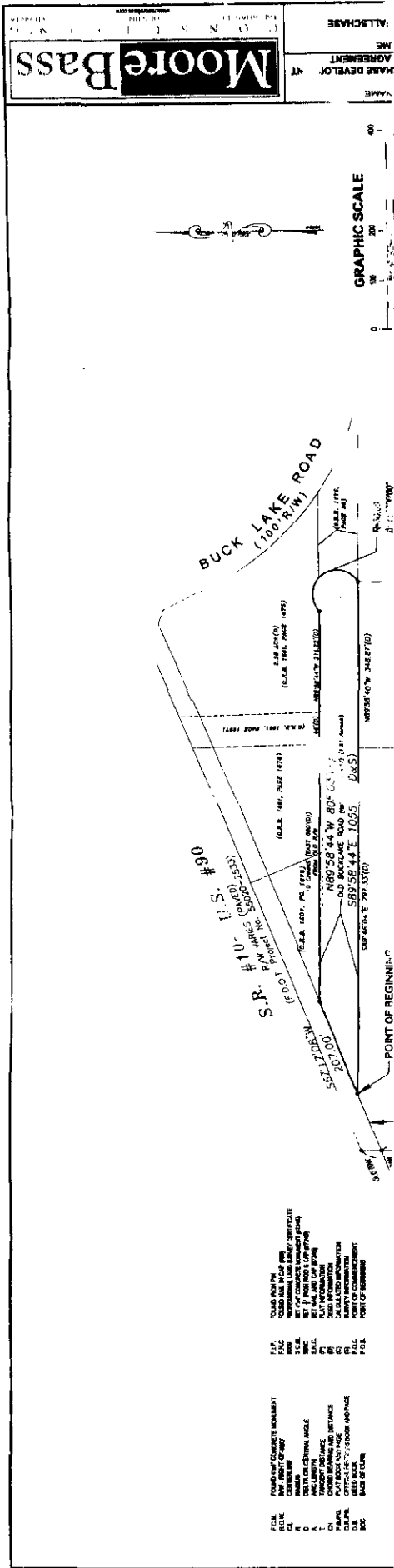
DESCRIPTION 1.81 Acres±:

A parcel of land containing 1.81 acres, more or less, located in the Northeast Quarter of Section 27 and the Southeast Quarter of Section 22, Township 1 North, Range 1 East, Leon County, Florida, and being more particularly described as follows:

BEGIN at a concrete monument marking the Northwest corner of the Southeast Quarter of the Northeast Quarter, also being the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East, Leon County, Florida, and run South 89 degrees 47 minutes 15 seconds West 296.81 feet to a found concrete monument (#1254); thence South 89 degrees 49 minutes 25 seconds West 1101.60 feet to a found 1/2" iron pin; thence North 00 degrees 05 minutes 23 seconds West 1231.36 feet to a found concrete monument (#6988) lying on the new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) (paved right of way varies); thence North 67 degrees 19 minutes 30 seconds East along said right of way boundary 127.13 feet to a found concrete monument (#6988) lying on the south right of way boundary of Old Buck Lake Road (80-foot wide right of way) and the POINT OF BEGINNING; From said POINT OF BEGINNING leaving said new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) run South 89 degrees 58 minutes 46 seconds East along the south right of way boundary of said Old Buck Lake Road for a distance of 1055.25 feet to a found concrete monument (#1254) lying on a curve concave Southwesterly and having a radius of 50.00 feet; thence Northwesterly along said curve through a central angle of 193 degrees 40 minutes 57 seconds for an arc distance of 169.02 feet, (chord of said arc being North 36 degrees 28 minutes 20 seconds West 99.29 feet) to a found concrete monument (#1254); thence North 89 degree 59 minutes 16 seconds West 805.27 feet to a point lying on the new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) (paved right of way varies); thence leaving said north right of way boundary of said Old Buck Lake Road run South 67 degrees 15 minutes 25 seconds West along said new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) a distance of 207.06 feet to the POINT OF BEGINNING, containing 1.81 acres, more or less.



THIS IS NOT A SURVEY
This planning map has been prepared using a composite of the best available survey and GIS information. This map is to be used for planning purposes only, and is subject to changes and modifications.



THIS IS NOT A BOUNDARY SURVEY

I hereby certify that the students of American Studies Program made the Minimum Required Standards for Graduation in the State of Florida (F.S.C. 1007.7).

The assigned teachers have said have provided a sufficient amount of evidence of student achievement in the subject property. It is possible that some students of record, unrecorred class, students at other institutions which would affect the percentage.

How to choose your supplier

21